

EXHIBIT

1

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

Citizens Utility Board

00-0620

Request for an investigation into the current  
structure of the Nicor Customers Sect Pilot  
Program and the Proposed Changes filed  
August 10, 2000, Meet the Public Interest  
Standards and Other Requirements Set Forth  
in the Public Utilities Act. 220 ILCS 5/4-101;  
220 ILCS 5/8-101; 220 ILCS 8-102

(cons.)

Northern Illinois Gas Company  
d/b/a Nicor Gas Company

00-0621

Proposed changes to Riders 15  
and 16 and related provisions.  
(Tariffs filed on August 11, 2000)

**PROTECTIVE AGREEMENT**

This PROTECTIVE AGREEMENT ("Agreement") is entered into between the  
undersigned parties who indicate intent to be bound by the terms of this Agreement.

**WHEREAS:**

- A. Nicor Energy L.L.C. ("Nicor Energy") is not a party to the above-captioned proceeding. Accordingly, Nicor Energy is under no obligation at the present to furnish discovery materials that relate in any way to this proceeding.
- B. Nicor Energy will produce documents pursuant to the Attorney General's withdrawn Application for a Subpoena Duces Tecum, filed on January 18, 2001 with the Illinois Commerce Commission. The Attorney General will keep the disclosed documents confidential pursuant to the terms of this Agreement.

- C. In the course of producing documents pursuant to the Attorney General's questions, the disclosed documents may constitute trade secrets or other confidential, proprietary, non-public business, financial, commercial, or technical information that may not be reproduced and seen by parties not part of this Agreement.
- D. The undersigned parties have entered into this Agreement limiting the disclosure and use of such trade secrets or otherwise confidential, proprietary, non-public business, financial, commercial, or technical information.
- E. The undersigned parties acknowledges that any unauthorized disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may place Nicor Energy at a competitive disadvantage and may cause Nicor Energy damages in an amount of which may be difficult to ascertain. By signing this Agreement, the receiving party agrees that Nicor Energy shall be entitled to relief at law or in equity, including but not limited to injunctive relief, specific performance and monetary damages, in the event of any breach or anticipated breach of this Agreement.

Accordingly, each of the undersigned parties subscribes to this Agreement and is bound by this Agreement as follows:

Designation of Confidential Information

1. The production of documents pursuant to this Agreement is hereby deemed and agreed to be confidential. Any other production of documents, or statements of Nicor Energy's employees or officers shall be hereby deemed confidential.

2. Any and all documents or statements designated as "Confidential" and produced by Nicor Energy pursuant to this Agreement may not be disclosed by the receiving party to any third party, unless the third party signs a confidentiality agreement with Nicor Energy.

3. The undersigned parties may request the Commission to enter orders for the handling of such Confidential documents, testimony or information at any point in time, including the issuance of Protective Orders.

4. Nothing contained in this Agreement shall be construed to preclude Nicor Energy from seeking additional protection for any information disclosed. Counsel for the receiving party ("counsel" shall refer only to those attorneys charged with the responsibility for and/or actively engaged in preparation of this proceeding, assigned paralegal(s) and support staff, and certified court reporters retained by them, to whom disclosure of said confidential information is required for the conduct of this proceeding); and Independent experts retained by counsel for the receiving party ("independent experts" shall refer only to those persons not otherwise employed by or associated with any party and retained by counsel for the purpose of providing expert testimony or consultation services in the prosecution or defense of this proceeding); provided, however, that prior to any disclosures being made hereunder, each such independent expert shall have subscribed to this Agreement and attested that he or she has read it, understands its provisions and agrees to be bound thereby and that each such executed subscription shall be retained by counsel granting access to said information.

Designation of "For Attorney Eyes Only" Information

5. In addition to the "Confidential" designation provided for by Paragraphs 1 through 4, any party or other producing person or entity may designate as "For Attorney Eyes

Only" any information produced in conjunction with this agreement. Any such designation shall be made in good faith and shall reflect the determination of the attorney for the designating party in his or her professional judgment that such documents contain or refer to proprietary business information, trade secrets, confidential marketing or promotional information, cost or pricing information, technical information or other commercially sensitive information of a non-public nature. Upon designation, access to such "For Attorney Eyes Only" information will be limited to Attorneys only.

6. A party or other producing person or entity may designate information "For Attorney Eyes Only" as follows:

(a) With respect to any document (including writing, photographs, drawings or other graphic matter), counsel for the party claiming confidentiality shall designate such confidential documents by marking the documents, and each copy thereof, with the legend "For Attorney Eyes Only."

(b) Counsel may reproduce materials designated "For Attorney Eyes Only" only to the extent that such reproductions are necessary for conduct of this proceeding. All copies made of "For Attorney Eyes Only" materials shall be subject to the provisions of this Agreement and designated materials, including all copies, notes, summaries or abstracts referring thereto, shall be returned to counsel for the party producing such confidential document or destroyed at the conclusion of this proceeding;

7. This disclosure of Confidential or for Attorneys Eyes Only information by Nicor Energy entrusts the receiving party to act in good faith and shall reflect the determination of the attorney for the designating party in his or her professional judgment that such documents

contain or refer to proprietary business information, trade secrets, confidential marketing or promotional information, cost or pricing information, technical information or other commercially sensitive information of a non-public nature.

8. Upon motion or agreement of the parties, this Agreement may be augmented, supplemented or rescinded by further agreement relating to the confidentiality of some or all of the information designated as "Confidential" or "For Attorney Eyes Only."

9. Upon demand of Nicor Energy, all copies of produced document shall be returned or certified destroyed forthwith.

10. Nothing in this Agreement shall prevent any party from objecting to disclosure of information that it believes to be otherwise improper.

Accepted and Agreed to:

Nicor Energy, L.L.C.

Illinois Attorney General

By: Michael M. Mosen

By: Erica D. Edwards

Date: 2-9-01

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